

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN**

**CHERISH COATES**  
Plaintiff

Case No.  
Hon.

v.

**ANTHONY WAYNE KAHN**  
Defendant

**METRO DETROIT LITIGATION GROUP  
BY: STUART SANDWEISS (P60921)**

Attorneys for Plaintiff  
18481 West Ten Mile Road, Suite 100  
Southfield, Michigan 48075  
(248) 559-2400 Fax (248) 971-1500  
stuart@metrodetroitlitigation.com

**COMPLAINT AND JURY DEMAND**

Plaintiff Cherish Coates, through counsel, for her Complaint  
states:

**INTRODUCTION**

1. This is an action for damages brought by an individual consumer for Defendant's violation of the Federal Fair Debt Collection Practices Act (the "FDCPA"), 15 USC 1692 et seq., and the Michigan Collection Practices Act (the "State Act"), MCL 339.901 et seq., which



prohibit debt collectors from engaging in abusive, deceptive, and unfair practices.

### **THE PARTIES**

2. Plaintiffs Cherish Coates is a “consumer” (as defined by the FDCPA) who resides in Detroit, Michigan.

3. Defendant Anthony Wayne Kahn is an attorney “Debt Collector” whose registered office is located at 33110 Grand River Ave., Farmington MI 48336-3120.

4. Defendant is engaged in the practice of collecting debts and is considered a “debt collector” as defined by the FDCPA (see 15 USC §1692a(6)) and by the State Act (see MCL §339.901(b)).

### **JURISDICTION AND VENUE**

5. This court has subject matter jurisdiction over this matter based on 15 USC §1692k(d) and 28 USC §1337, and supplemental jurisdiction over Plaintiff’s state law claim pursuant to 28 USC §1367.

6. All parties are located in Michigan and the events giving rise to this lawsuit occurred in the Eastern District of Michigan. Accordingly, the Court has personal jurisdiction over all parties and venue is proper in this Court.



## GENERAL ALLEGATIONS

7. On March 4, 2021 Defendant, on behalf of Smart School of Dental Assisting, Inc. (“SSDA”) called Plaintiff in an attempt to collect an alleged consumer debt owed to SSDA.

8. During the call Defendant stated and/or implied that Defendant already filed a lawsuit against Plaintiff and that, in order to resolve the lawsuit, Plaintiff needed to sign a consent judgment that Plaintiff would send to Defendant.

9. At no time did Defendant ever tell Plaintiff that she had the right to dispute the alleged debt.

10. Subsequently, Defendant sent a letter (the “Letter” - Exhibit 1) to Plaintiff via email and first-class mail with a proposed consent judgment.

11. The Letter did not contain the written validation notice required by 15 USC §1692g(a).

12. The Letter was also misleading as is implied that Defendant had already filed a lawsuit against Plaintiff even though, at the time, Defendant had not yet filed a lawsuit against Plaintiff.



### **COUNT I – VIOLATION OF THE FDCPA**

13. Plaintiff incorporates all other paragraphs of this Complaint into this Count by reference.

14. Plaintiff was the object of collection activity by Defendant arising from an alleged consumer debt.

15. Defendant is a “debt collector” as defined by the FDCPA.

16. Defendant engaged in an act or omission prohibit under 15 USC §1692e(2), 15 USC §1692(e)(9) and 15 USC §1692(e)(13) by falsely implying that Defendant had filed a lawsuit against Plaintiff and indicating that Plaintiff needed to sign the consent judgment to stop the lawsuit.

17. Defendant engaged in an act or omission prohibit under 15 USC §1692e(11) by failing to disclose in the initial oral and written communication that Defendant is a debt collector attempting to collect a debt and that any information obtained will be used for that purpose.

18. Defendant engaged in an act or omission prohibit under 15 USC §1692g(a) by failing to send Plaintiff the required written validation notice within five (5) days of the initial communication.



19. As a result of Defendants multiple violations of the FDCPA, and pursuant to 15 USC §1692k, Plaintiff is entitled to statutory, actual and/or punitive damages, an injunction against Defendant for similar conduct in the future in addition to statutory attorney fees, costs, interest and such other relief as the Court deems proper.

WHEREFORE, Plaintiff respectfully asks this Court to grant any or all of the following relief:

- a. Actual damages for items including emotional distress, mental anguish, frustration, humiliation, and embarrassment.
- b. Statutory damages in an amount to be determined at trial.
- c. Punitive damages in an amount to be determined at trial.
- d. Costs and attorney fees provided by statute.
- e. Declaratory and injunctive relief as appropriate.
- f. Any other relief the Court deems just.

#### **COUNT II – VIOLATION OF THE STATE ACT**

20. Plaintiff incorporates all other paragraphs of this Complaint into this Count by reference.

21. As was outlined above, on March 4, 2021 Defendant called Plaintiff regarding the alleged debt and subsequently sent the Letter to



Defendant regarding the alleged debt wherein Defendant asked Plaintiff to sign a consent judgment even though, at the time, Defendant had not filed a lawsuit against Plaintiff.

22. In addition to violating the FDCPA, Defendant's actions also violated the State Act -- specifically MCL §339.915(b), (d) and/or (f) entitling Plaintiff to damages pursuant to MCR §339.916.

23. Defendant's actions constituted a wilful violation of the State Act entitling Plaintiff to actual, statutory and/or treble damages in accordance with MCL §339.916, plus costs and reasonable attorney fees.

Wherefore, based on the foregoing, Plaintiffs ask this Court to enter a judgment in favor of Plaintiff and against Defendant, in an amount to be determined to compensate Plaintiffs for her damages, plus interest costs and reasonable attorney fees.

Respectfully submitted,

**METRO DETROIT LITIGATION GROUP**



**By: STUART SANDWEISS (P60921)**

Attorneys for Plaintiff

18481 West Ten Mile Road, Suite 100

Southfield, Michigan 48075

(248) 559-2400 Fax (248) 971-1500

stuart@metrodetroitlitigation.com

Dated: April 26, 2021



LAW OFFICE OF  
**ANTHONY WAYNE KAHN**  
33110 GRAND RIVER AVENUE  
FARMINGTON, MI 48336-3120  
(248) 442-2322  
FAX: (248) 442-2644

March 4, 2021

\*\*Via Email coatescherish@yahoo.com  
And First Class Mail\*\*

Cherish D. Coates  
24777 Frisbee St.  
Detroit, MI 48219

RE: Smart School of Dental Assisting, Inc.

**\*\*PERSONAL AND CONFIDENTIAL\*\***

Dear Ms. Coates:

Pursuant to our conversation of March 4, 2021, enclosed please find a Consent Judgment with regard to the above-referenced matter. If acceptable, please sign on the line above your name and return the original to this office by email and in the enclosed self, addressed, stamped envelope. I have also included a copy which you should sign and retain for your records. A true copy, once entered with the court will be forwarded to you upon receipt of same.

Please sign and return the Consent Judgment.

I am glad that we were able to resolve this matter in an amicable fashion. Should you have any questions or comments, please do not hesitate to call upon me. Thank you for your anticipated cooperation.

Very truly yours,  
LAW OFFICE OF ANTHONY WAYNE KAHN

ANTHONY WAYNE KAHN  
DEBT COLLECTION ATTORNEY

AWK/nms  
enclosures

**P.S. IF ACCEPTABLE, PLEASE DO NOT WAIT UNTIL YOUR FIRST PAYMENT IS DUE TO SEND BACK THE CONSENT JUDGMENT.**

STATE OF MICHIGAN

IN THE 36<sup>TH</sup> JUDICIAL DISTRICT COURT - DETROIT

SMART START SCHOOL OF DENTAL ASSISTING, INC.,  
(a Michigan Corporation),

Plaintiff,

CASE NUMBER: 21  
HONORABLE

GC

v.

CHERISH D. COATES,

Defendant.

\_\_\_\_\_  
ANTHONY WAYNE KAHN (P41258)  
Attorney for Plaintiff  
33110 Grand River Avenue  
Farmington, MI 48336-3120  
(248) 442-2322  
\_\_\_\_\_

\_\_\_\_\_  
CHERISH D. COATES  
Defendant in Pro Per  
24777 Frisbee Street  
Detroit, MI 48219

**CONSENT JUDGMENT**

At a session of said Court  
held in the City of Detroit,  
County of Wayne, State of MI.

On: \_\_\_\_\_

Present: Hon. \_\_\_\_\_  
DISTRICT COURT JUDGE

NOW COME the above parties and stipulate to a Consent Judgment  
with the following conditions:

1. That Judgment is entered for Plaintiff in the amount of  
\$3,009.30 and Plaintiff shall accept the above amount, without  
interest if payment is made with good U.S. funds in the following  
order:



- A. \$317.00 to be paid on, or before, March 12, 2021, and sent with all other payments to Plaintiff's counsel's address. Thereupon, the balance of \$2,692.30 is to be paid within 9 months of March 12, 2021, that date being December 12, 2021.
- B. The balance shall be paid in the following amounts and dates:
2. \$317.00 on or before April 12, 2021
  3. \$317.00 on or before May 12, 2021
  4. \$317.00 on or before June 12, 2021
  5. \$317.00 on or before July 12, 2021
  6. \$317.00 on or before August 12, 2021
  7. \$317.00 on or before September 12, 2021
  8. \$317.00 on or before October 12, 2021
  9. \$317.00 on or before November 12, 2021
  10. \$156.30 on or before December 12, 2021
- C. Pursuant to the above payment provisions, Defendant is allowed a five (5) day grace period on all payments. However, Defendant's payment envelope must be postmarked by the U.S. postal service within five (5) days of the due date and mailed to:
- LAW OFFICE OF ANTHONY WAYNE KAHN  
P.O. BOX 1133  
FARMINGTON, MI 48332-1133
- D. Defendant agrees that time is of the essence with regards to the payment schedule and should Defendant fail to comport with this judgment, then Plaintiff may file an ex-parte Affidavit of Non-Compliance with the 36<sup>th</sup> Judicial District Court. Said Judgment shall become due and owing immediately, together with interest at the rate of 7%, minus any payments pursuant to this Consent Judgment. Acceptance of any late payment is not a waiver of the above provisions.

- E. That the parties heretofore release each other, their agents, assigns and attorneys from any claims either party currently has against the other (except for the payments due on the instant Consent Judgment).
- F. That the Plaintiff and Defendant heretofore agree, should the Defendant make all of her payments on a timely basis, then Plaintiff agrees to stipulate to setting aside this Consent Judgment and dismissing the case with prejudice, Nunc Pro Tunc.
- G. This Consent Judgment resolves the last pending claim and closes the case.

IT IS SO ORDERED.

---

DISTRICT COURT JUDGE

APPROVED AS TO FORM AND  
SUBSTANCE ON \_\_\_\_\_

---

ANTHONY WAYNE KAHN (P41258)  
Attorney for Plaintiff

---

CHERISH D. COATES  
Defendant

For your  
records!

STATE OF MICHIGAN

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ANTHONY WAYNE KAHN (P41258)  
Attorney for Plaintiff

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CHERISH D. COATES  
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**UNITED STATES DISTRICT COURT  
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stuart@metrodetroitlitigation.com

**JURY DEMAND**

Plaintiff, through counsel, demands a trial by jury.

Dated: April 26, 2021

Respectfully submitted,

**METRO DETROIT LITIGATION GROUP**



**By: STUART SANDWEISS (P60921)**

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